Government eProcurement System

Tender Details

Date: 10-Aug-2023 04:12 PM



Basic Details	Basic Details			
Organisation Chain	Council of Scientific and Indu	strial Research CDRI-Lucknow - CSIR Pur	chase-CDRI - CSIR	
Tender Reference Number	CDRI/2023/IND72161	CDRI/2023/IND72161		
Tender ID	2023_CSIR_164092_1	Withdrawal Allowed	Yes	
Tender Type	Single	Form of contract	Supply	
Tender Category	Goods	No. of Covers	1	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No	
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	

Cover Deta	Cover Details, No. Of Covers - 1				
Cover No Cover Document Type Description					
1	Fee/PreQual/Technical/Finance	.pdf	Credentials of firm		
		.pdf	Technical and price bid		
		.xls	Financial Bid		

Tender Fee Detai	Tender Fee Details, [Total Fee in ₹ * - 0.00]		
Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

	EMD Fee Details			
	EMD Amount in ₹	0.00	EMD through BG/ST or EMD Exemption Allowed	No
	EMD Fee Type	fixed	EMD Percentage	NA
_	EMD Payable To	Nil	EMD Payable At	Nil

Click to view modification history

Work /Item(s)					
Title	Spare Parts	for Eppendorf Centrifuge	Model No-5810R	Serial No-5811A1063191	
Work Description	l .	s (PCB Control/frequency of spare installation) for Epp		02 V HSN Code 8421 Cat. N e	lo. 5821850349,Service
Pre Qualification Details	Please refe	r tender documents			
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Goods	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	60
Location	CSIR-CDRI	Pincode	226031	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	CSIR-Central Drug Research Institute
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

	<u>Critical Dates</u>			
	Publish Date	10-Aug-2023 05:00 PM	Bid Opening Date	18-Aug-2023 03:00 PM
ı				

1 of 3

Document Download / Sale Start Date	10-Aug-2023 05:15 PM	Document Download / Sale End Date	17-Aug-2023 02:30 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	10-Aug-2023 05:30 PM	Bid Submission End Date	17-Aug-2023 02:30 PM

Tender Do	der Documents					
NIT Document	S.No Document Name			Description		Document Size (in KB)
	1	Tendernotice_1.pdf		Tender documen	t for the Procurement of spare parts	893.47
147. 1 71	-					
Work Item Documents	S.No	Document Type	Document	Name	Description	Document Size (in KB)
	1	Tender Documents	IND72161.p	odf	Please refer tender document for the procurement of spare parts	877.60
	2	BOQ	BOQ_17958	9.xls	Tender document for the procurement of BOQ	237.50
			•		*	

Single Bidders List		
S.No.	Bidder Name	Bidder Login Id
1.	Eppendorf India Limited	sudhakar.m@eppendorf.co.in

	Auto Extension Corrigendum Properties for Tender Iteration No. of bids required for bid opening a tender Tender gets extended to No. of days		
			Tender gets extended to No. of days
	1.	0	7

Bid Openers List				
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name	
1.	bs.eproc@csir.res.in	Brahma Singh	BRAHMA SINGH	
2.	jp.eproc@csir.res.in	Jai Prakash	JAI PRAKASH	
3.	maheshk.eproc@csir.res.in	Mahesh Kumar	Mahesh Kumar	
4.	anilkumar.eproc@csir.res.in	Anil Kumar	ANIL KUMAR	

GeMARPTS Details	
GeMARPTS ID XV68K54DWKPP	
Description	PCB Control/frequency converter,230/202V
Report Initiated On 01-Aug-2023	
Valid Until	31-Aug-2023

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	AOC		

GEM/TIA Undertaking

2 of 3

S.No	Undertaking	Mandatory	Status	Remarks
1	TIA UNDERTAKING GEM	Yes	Agreed	
2	PPP-MII Order 2017	No	Agreed	
3	MSEs Order 2012	Yes	Agreed	

Tender Inviting Authority	
Name	Stores and Purchase Officer Lucknow
Address Sector-10 Jankipuram Extension, sitapur road, Lucknow	

Tender Creator Details		
Created By	Anil Kumar	
Designation	Jr. Secretriat Assistant	
Created Date 10-Aug-2023 03:54 PM		

3 of 3

TENDER DOCUMENT

FOR Procurement of

Spare Parts for Eppendorf Centrifuge Model No-5810R Serial No-5811A1063191

CSIR-CENTRAL DRUG RESEARCH INSTITUTE Sector 10, Jankipuram Vistar Lucknow-226031, U.P. (India)



CSIR-CENTRAL DRUG RESEARCH INSTITUTE SECTOR 10, JANAKIPURAM VISTAR, SITAPUR ROAD LUCKNOW-226031, UTTAR PRADESH INDIA

Tel#:00915222772793/EXTN: 2482 Email: cosp-cdri@cdri.res.in; Website: www.cdri.res.in

Invitation for Bids/Notice Inviting Tender

Date: 10.08.2023

CSIR- Central Drug Research Institute (CDRI), Lucknow, is one of the premier laboratories under Council of Scientific and Industrial Research an autonomous body under Department of Scientific and Industrial Research (Government of India). CSIR-CDRI is a science and knowledge based research, development and consulting organization. It is internationally known for its excellence in scientific research in Chemical Sciences, Life Sciences and chemical Engineering. The Director, CDRI would like to procure the following Goods / Services for its day-to-day research. The Technical specifications, Allied requirements and Scope of Supply are given in Chapter 4 appended herewith.

Sr.	Tender No.	Brief Description of Goods/Services	Quantity	Single/	Mode of
No.				Two Bid	Procurement
1	2023-24/IND72161	Spare Parts for Eppendorf Centrifuge Model No-5810R Serial No- 5811A1063191	1 Set	Single Bid System	Single Tender (PAC)

- 1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Government of India, https://etenders.gov.in. A copy of the Tender Document is also available on CSIR-CDRI Website, www.cdri.res.in The submission of e-Bids will be only through the e-Tender portal https://etenders.gov.in. Bids will not be accepted in any other form.
- 2. A copy of the Tender Document is also available on CSIR-CDRI Website, www.cdri.res.in
- 3. The address for any communication and for obtaining further information:

CONTROLLER OF STORES & PURCHASE, CSIR-CENTRAL DRUG RESEARCH INSTITUTE SECTOR-10, JANAKIPURAM VISTAR, SITAPUR ROAD LUCKNOW-226031, UTTAR PRADESH INDIA Tel#:00915222772793/EXTN: 2482

Email: cosp-cdri@cdri.res.in:spo@cdri.res.in

- 4. The prospective bidders should adhere to critical dates mentioned in the documents
- 5. As per Procurement policy of Government of India, the procuring Agency shall provide the purchase preference under various acts and policies of Govt. of India.
- 6. The Director, CSIR-Central Drug Research Institute (CDRI), Lucknow reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons there for.

Note: After going through the tender document Please provide following necessary documents.

- 1. Techno-commercial Bid Technical Specifications & Scope of Supply and terms and condition
- 2. Manufacturers Authorization Form
- 3. Price Reasonability certificate
- 4. Bidder Information Form
- 5. Bid Securing Declaration form
- 6. Bid Form
- 7. Priced bid in BOQ
- 8. Declaration by the Bidder for Code of Integrity& Conflict of interest

A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all suppliers.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

1.2 <u>Code of Integrity for Public Procurement</u>

1.2.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy ,the following are defined:

Sr. No.	Term	Meaning	
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything Of value to influence the action of a public official in the procurement	
		processor in contract execution.	
(b)	Fraudulent	A misrepresentation or omission off acts in order to influence a procurement	
	practice	Process or the execution of a contract.	
(c)	Collusive	Means a scheme or arrangement between two or more bidders, with or	
	practice	Without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.	
(d)	Coercive	Means harming or threatening to harm, directly or indirectly, persons or	
	practice	Their property to influence their participation in the procurement process or affect the execution of a contract.	
(e)	Anti-	Any collusion, bid rigging or anti-competitive arrangement, or any other	
	Competitive	practice coming under the purview of the Competition Act, 2002, between	
	practice	two or more bidders, with or without the knowledge of the purchaser, that	
		may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels	
(f)	Conflict of	Participation by a bidding firm or any of its affiliates that are either involved	
(1)	interest	in the consultancy contract to which this procurement is linked; or if they are	
		part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with anyofficial of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain	
(g)	Obstructive	Materially impede the purchaser 's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately	
	practice	destroying, falsifying, altering; or by concealing of evidence material to the	
		investigation; or by making false statements to investigators and/or by	
		threatening, harassing or intimidating any party to prevent it from disclosing	
		its knowledge of matters relevant to the investigation or from pursuing the	
		investigation; or by impeding the purchaser's Entity's rights of auditor	
		access to information	

- 1.2.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- 1.2.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-E along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, butitwouldbeliableforotherpunitiveactionssuchascancellationofcontracts, banning and blacklisting or action by Competition Commission of India, and soon.

- a) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- e) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

1.2.5. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to Conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity incompeting for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- a) If his bids are under consideration in any procurement:
 - i. For feature or encashment of bid security;
 - ii. Calling off of any pre-contract negotiations; and
 - iii. Rejection and exclusion of the bidder from the procurement process.
- b) If a contract has already been awarded
 - i. CancellationoftherelevantcontractandrecoveryofcompensationforlossincurredbythePurcha ser:
 - ii. Forfeitureorencashmentofanyothersecurityorbondrelatingtotheprocurement;
 - iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest there on at the prevailing rate.
- e) Provisions in addition to above:
 - Removal from the list of registered suppliers and banning/debarment of the bidder fromparticipationinfutureprocurementsofthepurchaserforaperiodnotlessthanoneyear;
 - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - iii. Initiationofsuitabledisciplinaryorcriminalproceedingsagainstanyindividualorstafffound responsible.

i) The Bidding Documents

1.3 Content of Bidding Documents

- 1.3.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Six Chapters.
- 1.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.4 <u>Clarification of bidding documents</u>

1.4.1. In case when there is NO PRE-BIDCONFERENCE-

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing through Email spo@cdri.res.in within 10 working days of bid receiving date.

1.6 <u>Language of Bid</u>

- 1.6.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
- 1.7 Documents Comprising the Bid
- 1.7.1 The bid shall comprise of the following documents as per the requirement of the Tender Document.

Sr. No.	Document Required	Reference Forms of Tender document
1.	Bidder Information Form	Annexure- A
2.	Manufacturers Authorisation Form	Annexure- B
3.	Bid Securing Declaration form	Annexure- C
4.	Bid Form	Annexure- D
5.	Declaration by the Bidder for Code of Integrity& Conflict of interest	Annexure- E
6	Price reasonability certificate	Annexure-F
7.	Priced bid with Technical Specifications & Scope of Supply and terms and condition	Bidder should submit on their letter head.

Note: All the above annexures must be submitted along with your proposal duly signed.

1.7.2 Documents comprising Single Bid

All the above documents (<u>as applicable</u>) from Sr.No.1 to 5 should be submitted in Single <u>Bid</u> along with <u>BOQ</u>- Price bid if the tender is under Single <u>Bid</u> System.

- 1.8 Bill of Quantity (BOQ)-Price bid As per Chapter- 5
- 1.8.1. Prices shall be entered in BOQ in the following manner:
 - (a) For Goods manufactured abroad:

i)	The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of
	shipment), as specified in the BOQ.
ii)	The charges for insurance and transportation of the goods to the port/place of destination.
	(CIP charges)
iii)	The agency commission charges payable to Indian agent in Indian rupees, if any.
iv)	The installation, commissioning and training charges including any incidental services, if
	any

- 1.8.2. The terms FOB, FCA, CIF, CIP shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.
- 1.8.3. Thepricequotedshallremainfixedduringthecontractperiodandshallnotvaryonanyaccount.
- 1.8.4. The CSIR-CDRI is a public funded Research Institution under Department of Scientific & IndustrialResearchandconcessionalCustomDuty@5.50%isapplicableforthegoodspurchasedforresear chpurposevideGovernmentofIndiaNotification No.51/96-Customsdated23.07.1996
- 1.8.5. In case of imports the freight & insurance will be paid by the Purchaser in case of FCA, as the consignments are to be shipped through the Purchaser nominated freight forwarder.
- 1.8.6. In case of INR bids the price criteria should be on Free Delivery to CDRI, Lucknow. Govt. Levies like GST etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.
- 1.9 Bid Security(BS)/Earnest Money Deposit (EMD)
- 1.9.1. The bidder will submit <u>Bid Securing Declaration</u> as per <u>Annexure-C.</u>

1.10 Period of Validity of Bids

- 1.10.1. Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.10.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.10.3. In case the bids are invited on single bid basis, then the Bidder shall submit bid comprising all documents listed under Annexures.
- 1.10.4. The bid shall be typed or written in indelible ink and shall be signed by theBidderorapersonorpersonsdulyauthorizedtobindtheBiddertotheContract.Allpagesofthebid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 1.10.5. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

1.11 Submission of Bids

- 1.16.1 Bids shall be submitted online only at CPPP website https://etenders.gov.in Manual/ Offline bids shall not be accepted under any circumstances.
 - 1.16.2 The Bidder shall download the Tender Enquiry Document directly from the website https://etenders.gov.in and shall not tamper/modify it in any manner. In case if the same is found to be tampered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
 - 1.16.3 The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.
 - 1.16.4 Bidders are advised to go through -Bidder Manual Kitll, -\$ystem Settings|| & -FAQ|| links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e- tender portal. Every Bidder will be required to obtain a Class-III Digital Signature (DSC) for submission of Bids.

- 1.16.5 Bidders are advised to visit CPPP website https://etenders.gov.in regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
- 1.16.6 Intending bidders are advised to visit CPPP website https://etenders.gov.in regularly till closing date of submission of bid, for any corrigendum.
- 1.16.7 The Purchaser may, at its discretion, extend the due date for submission of E-bids by amending the tender documents in accordance with Clause relating to Amendment of Bidding Documents in whichcase all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.
- 1.16.8 Partially submitted bids shall be treated as invalid and shall not be processed.

Critical dates for submission and opening of bid

Sl. No	Stage	Date
1	Publish Date	10.08.2023 (17:00 HRS)
2	Document Download Start Date	10.08.2023 (17:15 HRS)
3	Last Date for receipt of queries	
5	Bid Submission start Date	10.08.2023 (17:30 HRS)
6	Bid Submission End Date	17.08.2023 (14:30 HRS)
7	Bid Opening Date & Time	18.08.2023 (15:00 HRS)

1.12 <u>Withdrawal, substitution and Modification of Bids</u>

- 1.21.1 The bidder may withdraw, correct or modify their signed bid after submission prior to the deadline for submission of bids, through provisions of e-tendering portal.
- 1.21.2 The bidder is not allowed to modify or with draw bid after deadline for submission of bids.

E. Opening and Evaluation of Bids

1.13 Opening of Bids by the Purchaser

- 1.22.1 The bids shall be opened online by authorized officials of the Purchaser as per schedule given in Date Sheet.
- 1.22.2 In case, the day of bid opening is declared a holiday by the government, the bids will be opened on the next working day at the same time. No separate intimation shall be sent to the bidders in this regard.
- 1.22.3 Since, E-bid is an online process; the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and CSIR-CDRI will not be responsible for the same.
- 1.22.4 On opening of bids online, accepting the bid would not mean that the firm is technically orfinancially qualified

1.14 Confidentiality

1.14.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not
Officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-Tenders portal.

1.15 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.16 Responsiveness of Bids

- 1.16.1. The Purchasers 'determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.16.2. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- **1.16.3.** If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.17 Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the <u>date of opening of the Technical</u> Bidsincaseoftwo-

bid.Forthispurpose,—Billcurrencyselling exchangeratenotifiedin <u>www.xe.com</u>or <u>www.rbi.org</u>orany otherwebsitewouldbeusedbythepurchaser.

1.18 <u>Evaluation and comparison of bids</u>

- 1.18.1. The Purchaser shall evaluate each bid that has been determined, upto this stage of the evaluation, to be substantially responsive.
- 1.18.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.
- 1.18.3. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under and as per format given in BOQ of Tender:

- (a) For Goods manufactured a broad
 - i) The price of the goods, quoted on FCA (named Airport abroad) or FOB (named port of shipment), as specified in the BOQ.
 - ii) Thechargesforinsuranceandtransportationofthegoodstotheport/placeofdestination i.e. CIP/CIF Price.
 - iii) The agency commission charges payable to Indian agent in Indian rupees, if any.
 - iv) Theinstallation,commissioningandtrainingchargesincludinganyincidentalservices,ifany
- 1.18.4. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF / CIP basis respectively. However, the CIF / CIP prices quoted by any foreign bidder shall be loaded further as under:-
 - (a) Towards customs duty and other statutory levies—as per applicable rates.
 - (b) Towards custom clearance, inland transportation etc.-2%oftheCIF/CIP value.

Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

- 1.18.5. In case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works, (in case of indigenous items) and on FOB/FCA (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.
- 1.18.6. Orders for Imported Goods need not necessarily be on FOB / FCA basis rather it can be on the basis of any of the Incoterms latest edition as may be amended from time to time by the ICC or any other designated authority and favorable to CSIR-CDRI, India.
- 1.18.7. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per Ministry of Finance Order No.: F.No.6/18/2019-PPDDated23rdJuly,2020&0Mno.F.No.18/37/2020-PPDDated 08thFebruary, 2021. (Please submit Annexure- F duly signed)
 - I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
 - II. —Bidder (including the term tenderer ',_consultant'or_service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificialjuridicalpersonnotfallinginanyofthedescriptionsofbiddersstatedhereinbefore,includin ganyagencybranchorofficecontrolledbysuchperson,participatinginaprocurementprocess.
 - III. —Bidder from a country which shares a land border with India for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. Aconsortiumorjointventurewhereanymemberoftheconsortiumorjointventurefallsund eranyoftheabove.
 - IV. The beneficial owner for the purpose of (iii) above will be as under:
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation
 - a. —Controllingownershipinterest| meansownershipoforentitlementtomore than twenty-five per cent. Of shares or capital or profits of the company;
 - b. —Controll shall include the right to appoint majority of the directors or tocontrolthemanagementorpolicydecisionincludingbyvirtueoftheirshareholding ormanagementrightsorshareholdersagreementsorvotingagreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is

- the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals:
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. In case of Work contracts, including turnkey contracts, contactors shall not be allowed to sub-contract works to any contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India: i) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countrieswhichsharesalandborderwithIndia.Suchvendorswillnotberequiredtoberegisteredwith htheCompetentAuthority,asitisnotregardedas—sub-contracting ii) However,incaseabidderhasproposedtosupplyfinishedgoodsprocureddirectly/indirectlyfromthevendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contract or is registered with the Competent Authority.

1.19 Contacting the Purchaser

- 1.19.1. Subject to terms and conditions above, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.19.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.20 Post qualification

1.20.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause**.

F. Award of contract

1.21 Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive e-bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

1.22 Award Criteria

Subject to ITB Clauses above, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

1.23 Purchaser's right to vary Quantities at Time of Award or later

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, without any change in rate or other terms and conditions of the Purchase Order, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even thoughthe quantity or deredinitially has been supplied in full before the last date of the delivery period (or the extended delivery period).

1.24 Purchaser's right to accept any Bid and to reject any or all Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.25 Notification of Award

1.25.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

1.26 Signing of Contract

1.26.1. The Purchaser shall send the successful Bidder the Purchase Order.

1.27 Order Acceptance

- 1.27.1. The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.
- 1.27.2. The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained ,may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following are Special Conditions of Contract (SCC)

	Special Condition of Contract(SCC)		
The P	The Purchaser is:		
THEN	THEDIRECTOR		
	CSIR-CENTRAL DRUG RESEARCH INSTITUTE		
	Sector 10, Jankipuram Vistar		
	LUCKNOW-226031 U.P.(INDIA)		
	-91-5222772793(Direct)Extn:2482		
	Email: cosp-cdri@cdri.res.in;spo@cdri.res.in Website: www.cdri.res.in		
	The Final Destination is:		
	CENTRALDRUGRESEARCHINSTITUTE		
	r 10, Jankipuram VistarLUCKNOW-		
	31U.P.(INDIA)		
	narkinganddocumentationwithinandoutsidethepackagesshallbemarkedwith		
Prope	er paint/indelible ink.		
(a)	Each package should have a packing list within it detailing the Part No.(s),description, Quantity etc.		
(b)	Out side each package, the Contract No., the name and address of the Purchaser and		
	The Final destination should be indicated on all sides and top.		
(c)	Eachpackageshouldbemarkedas $1/x$, $2/x$, $3/x$		
(d)	Allthesidesandtopofeachpackageshouldcarryanappropriateindication/label/ Stickers indicating the precautions to be taken while handling/storage.		
(b)	In case of supplies from abroad, the mode of transportation shall be by Air on FCA/CIP basis		
	e of CIP, Insuranceshallbeforanamountequalto110%oftheC&Fvalueofthecontractfrom		
	house to warehouse (finaldestination) on–allriskbasis includingstrikes, riotsandcivil		
	commotion,inadditiontostoragepolicyfor60daysisadvisedsoastoensuretheinspectionbytheIndianAgentat the time of opening the packages.		
	ThemethodandconditionsofpaymenttobemadetotheSupplierunderthisContractshall Be as follows:		
	PaymentofforeigncurrencyportionshallbemadeincurrencyoftheContractinthefollowingmanner:		
(a)	1) Hundred(100%)percentoftheContractPriceofGoodsreceivedshallbepaidwithin thirty (30) days of receipt of the Goods acceptance by the Purchaser through wiretransfer. Or		
	2) On Shipment: Eighty (80%)percent of the Contract Price of the Goods shipped shall be paid		
	through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon		
	submission of documents.		
	On Acceptance: Twenty (20%)percent of the Contract Price of Goods received shall		
	bepaidwithinthirty(30)daysofreceiptoftheGoods&acceptancecertificate		
	Issued by the Purchaser along with the Performance security, if any.		
	Or		
	3) On Shipment: 100% percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upo submission of documents.		

	(b)	All bank charges abroad shall be to the account of the beneficiary i.e .supplier and all	
		Bank charges in India shall be to the account of the opener i.e. purchaser.	
	(c) The LC for 100% value of the contract shall be established to the Indian agent from the FOB/FCA value.		
	(d)	The LC will be confirmed at the suppliers cost, if requested specifically by the supplier. If LC is requested to be extended/reinstated for reasons not attributable to the purchaser, the charges there of would be to the suppliers' account.	
С	Cancell	ation of order and Liquidated damage	
	(a)	As time is the essence of the contract, Delivery period mentioned in the Purchase Order Should be strictly adhered to. Otherwise we will have the option to cancel the order.	
	(b)	If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier	
	(c)	The maximum amount of penalty shall be 10%.	
	(d)	The liquidated damages shall be levied on the delivered price of the delayed Goods or Un performed Services or contract value.	
Т	he plac	ce of jurisdiction is Lucknow, India.	
F	For notices, the Purchaser 's address is		
T	THE DIRECTOR		
	CSIR-CENTRAL DRUG RESEARCH INSTITUTE		
	Sector 10, Jankipuram Vistar		
		DW-226031U.P.(INDIA)	
		915222772793(Direct)Extn:2482	
	Email: cosp-cdri@cdri.res.in; Website: www.cdri.res.in		
E	Bid validity should be at least 90 days		

(To be filled by the bidder and enclosed with the Technical Bid) SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify the time frame required (Schedule) for delivery of goods and services to be completed by the bidder if the Contract is awarded for the offer /proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule.	A)) Delivery	/ Schedule:
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Sr.	No.		escription of Goods and Services	Quantity & Unit	Delivery Schedule
Period	of deliv	very shall start from	n:		_
3) T	erm of	delivery/Delivery	Term :		
	Goods	from Abroad			
	Goods	from India			
C)					
Place	:		5	Signature of the Bidder:	
				Date :	

NOTE

- a) The delivery schedule shall clearly indicate the time period within which the successful bidder must deliver the consignment in full from the date of establishment of LC <u>or</u> from the date of contract etc. It should also indicate separately the time period desired for installation and commissioning of the equipment after arrival of the consignment at the premises of the Purchaser.
- b) The date or period for delivery should be carefully specified, taking into account the implications of delivery Incoterms (CIP, FCA terms—that—delivery | takes place when goods are delivered to the carriers), and the date prescribed herein from which the delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit etc.).

SPECIFICATIONS, ALLIED TECHNICAL DETAILS AND SCOPE OF SUPPLY

4.1 Specification of: Spare Parts for Eppendorf Centrifuge Model No-5810R Serial No-5811A1063191

Sr. No.	Item Name	Catalog No.	Qty.
1.	PCB Control/frequency converter,	5821850349	1
	230/202 V HSN Code: 8421		
2	Service charges for spare		1
_	installation		

4.2 Manufacturer 's Inspection Certificate

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier 's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer 's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier 's premises during such Predispatch inspection and testing.

4.3 Acceptance Test

The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the goods is received at Purchaser 's site in the presence of supplier 's representatives, if required. There shall not be any additional charges for carrying out acceptance test.

In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the item replaced by the Supplier at no extra cost to the Purchaser.

Successful conduct and conclusion of the acceptance test for the goods shall also be the responsibility and at the cost of the Supplier.

4.4 Delivery Schedule/Completion of job

Within 6-8 weeks from receipt of the Purchase Order.

4.5 Commercial evaluation of bid

The bid will be treated as <u>incomplete</u> if bidder has <u>not quoted</u> for all the components given in scope of supply and <u>the incomplete bid will be rejected</u>. The bidder should also include all incidental services in their quote. The bid will be commercially evaluated for the components in the scope of supply.

4.6 Technical Qualification Criteria

The Bidder should have to comply the specification and terms mentioned in Chapter 4. Authorized representative/Indian Agent to submit the Manufacturers' Authorization Form Annexure-B with the technical bid.

FORMAT OF **BID/QUOTATION** FOR GOODS

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be <u>covered</u>)

To be submitted as part of Technical bid

Note-

There should <u>not be any mention</u> of cost/price/taxes/duties in the **unpriced bid**. The prices mentioned in BOQ shall be considered for evaluation and comparison of bids.

	Sr. No.	Item Name	Catalog NO.	Qty.	Total Amour
Cou		intries of goods:	-	Ot	Total
Quo	otation Va	alid up to date:			
Quotation No.			Date:		
Tender No:			Tender Date:		
Na	me of Bi	dder:			

Sr. No.	Item Name	Catalog NO.	Qty.	Total Amount
1.	PCB Control/frequency converter, 230/202 V HSN Code: 8421	5821850349	1	
2.	Service charges for spare installation		1	

Bidder may also submit the details of payment terms as per International Commercial Terms

SIGNATUREOFAUTHORISED PERSON

OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	А
2	Manufacturers' Authorization Form	В
3	Bid Securing Declaration Form	С
4	Bid Form	D
5	Format for declaration by the Bidder for Code of Integrity & conflict of interest	E
6	Price Reasonability Certificate	F

17

Bidder Information Form

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date:	insert date	(as day	, month and	year) of Bid
-------	-------------	---------	-------------	------	----------

Submission] Tend Sr. No: [insert number from Invitation for bids]

01.	Bidder's Legal Name[insert Bidder's legal name]
02.	In case of JV, legal name of each party:[insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of
	Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration : [insert Bidder's legal address in country of
	registration]
06.	Bidder's Authorized Representative Information
	Name: [insert Authorized Representative's name]
	The second secon
	Address: [insert Authorized Representative's Address]
	Address: Insert Addressed Representative 3 Address
	Telephone /Fev pumbers, fineaut Authorized Penrocentative's telephone/fev pumbers!
	Telephone/Fax numbers: [insert Authorized Representative' s telephone/fax numbers]
	Email Address:[insert Authorized Representative's email address]
07.	Attached are copies of original documents of:
	ArticlesofIncorporationorRegistrationoffirmnamedin1, above.
08	Bidder's Bank Detail for payment

Signature of Bidder	
Name	
Business Address	

MANUFACTURERS'AUTHORIZATIONFORM*

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date:	[insert date (as day, month and year) of Bid Submission]				
Tender No.:	[insert number from Invitation For Bids]				
То	:The Director,CSIR-CDRI,Lucknow.				
WHEREAS					
manufactured],h [insertcomplete	nplete name of Manufacturer], who are official manufacturers of [insert type of goods aving factories at [insert full address of Manufacturer's factories], do hereby authorize ename of Bidder] to submitabid the purpose of which is to provide the following Goods, manufactured ame and or brief description of the Goods], and to subsequently negotiate and sign the				
We here by exter	nd our full guarantee and warranty with respect to the Goods offered by the above firm.				
Signed: [insert sign	gnature(s) of authorized representative(s)of the Manufacturer]				
Name:[insertcom	ppletename(s)ofauthorizedrepresentative(s)oftheManufacturer]Title:				
[insert title]					
Duly authorized to	o sign this Authorization on behalf of: [insert complete name of Bidder]				
Dated on	day of, [insert date of signing]				

*(Not required in case the bidder itself is the manufacturer)

Bid Securing Declaration Form

Date: _			Tender No	
Го: <i>The</i> .	Director, CSIR-CD	PRI, Lucknow.		
/We. T	he undersigned,	declare that:		
/We ur	nderstand that, a	ccording to your conditions, bids	must be supported by a Bid Securing Declaration.	
			for any contract with you for a period of one year oligationunderthebidconditions, because I/We	
a)		n/modified/amended, impairs or d validity specified in the form of	r derogates from the tender, my/our Bid during Bid; or	
b)	refuse to execut		thepurchaserduringtheperiodofbidvalidity(i)fail or fail or refuse to furnish the Performance Security, i	n
he ear		ipt of your notification of the nan	bevalidiflam/we are not the successful Bidder, upo me of the successful Bidder; or (ii) thirty days after t	
Signed: In the c	apacity of		se name and capacity are shown) signing the Bid Securing Declaration)	
Name:		(insert complete name of perso	on signing the Bid Securing	
Declara	tion) Duly author	rized to sign the bid for a non-bel	half of (insert complete name of	
Bidder)				
Dated o	on	_day of	(insert date of signing)	
Corpora	ite Seal (where a	ppropriate)		
	n case of a Joint that submits the		ration must be in the name of all partners to the Joi	nt

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date	:[insert	:[insert date(as day, month and year) of Bid Submission]				
Tende	er No. :					
To : Director, CSIR-CDRI, Lucknow						
We, th	the undersigned, declare tha	ıt:				
(a)	We have examined and have no reservations to the Bidding Documents, Pre-Bid Conference, Including Addenda No.: [insert the number and issuing date of each Addenda]					
(b)	We offer to supply in confo Schedules specified in the [insert a brief description	Schedule of Requireme	ents the following Go			
(c)	The prices are mentioned					
(e)	Our bid shall be valid for the Bid submission due date in accepted at any time befo	n accordance with ITB a	and it shall remain bi	ate fixed for the nding upon us and may be		
(f)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]					
Name of Recipient Address Reason Amount						
(If non	ne has been paid or is to be p	aid, indicate—none.l)				
(h)	We understand that this b Notification of award, shal prepared and executed.					
(i)	Weunderstandthatyouarei May receive.	notboundtoacceptthelov	vestevaluatedbidora	nyotherbidthatyou		
	ed: [insert signature of perso e capacity of[insert legal capa			orm]		
Name	e : [insert complete name	of person signing the Bi	d Submission Form]			
	Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated onday of,[insert date of signing]					

ANNEXURE-E

Format for declaration by the Bidder for Code of Integrity & conflict of interest (On the Letter Head of the Bidder)

No:	Date						
To, <i>The Di</i> i	rector, CSIR-CDRI, Lucknow.						
Sir,							
	With reference to your Tender No datedI/We hereby declare that all abide by the Code of Integrity for Public Procurement as mentioned under ITB of your Tender document and conflict of interest.						
of its a design	is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the sign, specifications, and other documents to be used for the procurement of the goods to be purchased under this vitation of Bids / Tender.						
	tailsofanyprevioustransgressionsofthecodeofintegritywithanyentityinanycountryduringthelastthree years or of being red by any other Procuring Entity are asunder:						
	abc						
code.	We undertake that we shall be liable for any punitive action in case of transgression/contravention of this						
	Thanking you,						
	Yours sincerely,						
	Signature (Name of the Authorized Signature)						
	(Name of the Authorized Signatory) Company Seal						
	Company Scal						

Annexure-G

Format for declaration by the Bidder for Reasonability of Prices (On the Letter Head of the Bidder)

I	Ref. No:	Date
7 (S J	To, The Director, CSIR – Central Drug Research Institute, Sitapur Road, Sector-10, Jankipuram Extension, Lucknow-226031, UP	
S	Sir,	
V	With reference to your Tender NoDated	I/We hereby Certify that the price/s offered vide our Quotation No.
	Dateis reasonab	le.
C	We have not quoted the same item/s on less organization.	er rates than those being offered to CDRI, to any other customer or Govt. / CSIR
	Thanking you,	
		Yours sincerely,
		Signature
		(Name of the Authorized Signatory) Company Seal